# PART I – THE SCHEDULE SECTION G CONTRACT ADMINISTRATION DATA

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# **SECTION G - CONTRACT ADMINISTRATION DATA**

#### G.1 CONTRACT ADMINISTRATION

(a) The name and correspondence address of the Department of Energy (DOE) Contracting Officer (CO) is:

Idaho Operations Office 1955 Fremont Avenue Idaho Falls, ID 83415-1240

Attn: <u>TBD</u> Email: <u>TBD</u>

(b) The name and correspondence address of the DOE Contracting Officer's Representative (COR) is:

Idaho Operations Office 1955 Fremont Avenue Idaho Falls, ID 83415-1240

Attn: <u>TBD</u> Email: <u>TBD</u>

#### **G.2** CORRESPONDENCE PROCEDURES

To promote timely and effective administration, all correspondence, reports, and other documents submitted under this Contract shall be subject to the following procedures:

- (a) <u>Technical Correspondence</u>. Technical correspondence concerning performance of this Contract (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this Contract) shall be addressed to the COR with an information copy of the correspondence to the CO. Technical correspondence pertains to issues relating to work effort of the Contract or requests for approval of reports, drawings or other work products.
- (b) Patents Correspondence. The Chicago Operations Office, acting through the Intellectual Property Law Division of the Office of Chief Counsel, DOE, 9800 South Cass Avenue, Argonne, Illinois, 60439, is hereby designated to represent the CO in administering the Patent Clauses in this Contract. Correspondence concerning patent and technical data issues shall be addressed to the Chicago Operations Office in care of Gary Drew, Assistant Chief Counsel for Intellectual Property, One Cyclotron Road MS90-1023, Berkeley, CA, 94720, with copies to the DOE-ID Office of Chief Counsel, CO and COR.

TBD

DOE-ID Office of Chief Counsel Idaho Operations Office 1955 Fremont Avenue Idaho Falls, ID 83415-1240

(c) <u>Subject Line(s)</u>. All correspondence shall contain a subject line including the contract number and the subject topic.

"SUBJECT: CONTRACT NO. DE-EMXXXXX" (Insert subject topic after contract number, e.g., "Request for Subcontract Consent").

- (d) <u>Electronic Media for Reports/Plans/Documents</u>. All required reports, plans, and other documents shall be submitted to DOE electronically, and upon request by the DOE CO or the DOE COR, in hard copy form. The data shall be in a format that will allow conversion to Portable Document Format (PDF) or Hyper Text Markup Language (HTML) for potential posting on the Internet, Intranet, or in an electronic library. If other software is used, the documents shall be scanned and then provided electronically. Electronic data shall be available within five days of the DOE request.
- (e) Other Correspondence. All correspondence, other than technical correspondence, shall be addressed to the CO, with information copies of the correspondence to the COR. The Contractor shall use the COR as the point of contact on technical matters, subject to the restrictions of the Section I clause, DEAR 952.242-70, *Technical Direction (DEC 2000)*.

#### G.3 DOE CONTRACTING OFFICER'S REPRESENTATIVE

The COR will be designated by separate letter and will represent the CO in the technical phases of the work in accordance with the Section I clause DEAR 952.242-70, *Technical Direction*. A copy of this designation letter shall be furnished to the Contractor. The COR is not authorized to change any of the terms and conditions of this Contract. Changes in the Contract, including Section C, will be made only by the CO by properly written modification(s) to the Contract.

## **G.4 BILLING INSTRUCTIONS**

- (a) Contractors shall submit one monthly invoice using the Standard Form 1034 (Public voucher for Purchases and Services Other Than Personal) electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). The VIPERS system allows vendors to submit invoices, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Submitting electronically provides benefits to vendors by:
  - Reducing the cost of paper and postage

- Allowing supporting documentation to be attached and routed with the voucher to program and approving officials
- Immediately interfacing invoices to DOE's accounting system saving several days of mail and manual processing time
- Decreasing potential errors caused by manual input
- Facilitating the prompt payment of invoices
- (b) To obtain access to and to use VIPERS, please visit the web page at https://vipers.oro.doe.gov. Detailed instructions on how to enroll and use the system are provided on the web page. Please do not send a paper copy of a voucher that has been submitted electronically. The invoice must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and program value level of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.
- (c) For Fixed Price CLINs 00001, 00002, 00003, and 00004, the monthly invoice shall be submitted in accordance with FAR 52.232-1, *Payments (APR 1984)*. For Fixed Price CLINs 00002, and 00003, each invoice shall include the amount for the monthly invoicing period that reflects the total fixed price specified in Section B.3 for each CLIN divided by the stated number of months corresponding to the CLIN. For fixed price CLINs 00001 and 00004, the Contractor shall invoice the Government for the total fixed price of each CLIN only upon its completion.
- (d) For Cost Reimbursable CLINs: 00005 and 00006, the monthly invoice shall include the actual amount paid for the pension and benefit employer costs, including supporting documentation for the costs. No Fee will be paid for these CLINs.
- (e) For Cost Reimbursable CLINs: 00007 and 00008, the monthly invoice shall include the actual amount paid for the purchase of replacement Government Furnished Property, including supporting documentation for the costs. No Fee will be paid for these CLINs.
- (f) In accordance with FAR 52.232-25, *Prompt Payment*, The Government will make payments to the Contractor by electronic funds transfer not later than thirty (30) calendar days after receipt of an acceptable invoice from the Contractor.
- (g) Any basis for invoice withholding, adjustment, reduction or rejection which is discovered <u>prior to payment</u> will be discussed with the Contractor by either the CO or COR, and the payment will be approved, adjusted, or rejected, as required. If there is a withholding of costs, adjustment, reduction or rejection of the invoice, the CO will provide written notification to explain the nature of the basis for the withholding, adjustment, reduction and will specify the dollar amount of the withholding, adjustment or reduction.

(h) Any basis for invoice withholding, adjustment, reduction or rejection which is discovered <u>after payment</u> will be corrected on subsequent invoices. If the Government discovers such defects, the CO will notify the Contractor in writing. The CO's written notification will explain the nature of the basis for the withholding, adjustment or reduction, and will specify the dollar amount of the withholding, adjustment or reduction.

#### G.5 DOE-G-1005 OBSERVANCE OF LEGAL HOLIDAYS

(a) The on-site Government personnel observe the following holidays:

New Year's Day Martin Luther King, Jr.'s Birthday President's Day Memorial Day Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the Contract.

#### G.6 DEFECTIVE OR IMPROPER INVOICES

Invoices not conforming to (a)(3) of contract clause FAR 52.232-25, *Prompt Payment*, shall be deemed improper and thus defective. The Contractor shall provide the Name, title, phone number, office name, and complete mailing address of officials of the business concern who are to be notified when the Government receives a defective or improper invoice.

## [To Be Inserted by Offeror]

# G.7 CONTRACTOR'S POINT OF CONTACT

The Contractor shall identify to the CO the official who has the authority to sign this Contract and who is also responsible for managing, administering, negotiating and executing changes or modifications to the terms and conditions of this Contract.

# To Be Inserted by Offeror

## G.8 CONTRACTING OFFICER AUTHORITY

In no event shall any understanding or agreement between the Contractor and any Government employee other than the CO on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the appointed CO. The Contractor is hereby put on notice to make inquiry of the CO if, at any time, they are directed to perform work that they suspect may be outside of the scope of the Contract. Payments will not be made without being authorized by the appointed CO with the legal authority to bind the Government.

#### **G.9 MODIFICATION AUTHORITY**

Notwithstanding any of the other provisions of this contract, a CO shall be the only individual on behalf of the Government authorized to:

- (a) Accept non-conforming work;
- (b) Waive any requirement of this contract; or
- (c) Modify any term or condition of this contract.

## G.10 DESIGNATION OF PROPERTY ADMINISTRATOR

The Property Administrator for this contract shall be the ID Organizational Property Management Officer (ID-OPMO).

# G.11 DOE-G-1010 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES

The Government shall not exercise any supervision or control over Contractor employees performing services under this Contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.